DECLARATION OF COVENANTS AND RESTRICTIONS
for
SHADOWOOD GREENWAYS
a Residential Community with Common Facilities

DECLARATION

THIS DECLARATION, Made this 9th day of February, 1976, by YACOSCO Service
Corporation, an Oregon corporation, hereinafter called the "Developer":

WITNESSETH:

WHEREAS, YACOSCO Service Corporation is the owner of the real property
described in this declaration and desires to create thereon a residential com-

munity with common facilities for the benefit of said community. This community
shall be referred to as "SHADOWOOD GREENWAYS"; and

WHEREAS, YACOSCO Service corporation has deemed it desirable for the
efficient preservation of the values and amenities in said community to create
an agency to which should be delegated and assigned the powers of maintaining,
and administering and enforcing the covenants and restrictions and collecting
and disbursing the assessments and charges hereinafter created. This agency
shall be referred to as the "SHADOWOOD GREENWAYS ASSOCIATION".

ARTICLE I

Definitions: The following words, when used in this declaration, or any
subsequent or supplemental declaration (unless the context shall prohibit) shall
have the following meanings:

Section 1:

"Association" shall mean and refer to the SHADOWOOD GREENWAYS ASSOCIATION.
a non-profit corporation organized and existing under the laws of the State of Oregon.

Section 2:

"Association of Members" means all the owners and other persons entitled to vote, acting as a group, in accordance with the declaration and bylaws.

Section 3:

"Building" means a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4:

"Common Expenses" means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5:

"Declaration" means this master deed, plus amendments and supplements thereto.

Section 6:

"Lot" means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

Section 7:

"Member" means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and bylaws.

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Section 8:
"Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9:
"Private Commons" means parks, commons, streets, footways, buildings, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 10:
"Properties" or "Property" means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation and bylaws of the Association.

ARTICLE II
Properties Subject to the Declaration

Section 1:
Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked "EXHIBIT A", all of which said real property shall hereinafter be referred to as "existing property".
ARTICLE III
Membership and Voting Rights in the Association

Section 1:
Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

Section 2:
Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all of the Lot owners. Proportionate shares of the separate owners in the common revenue and expenses in connection with the private commons, and the proportionate representation for voting purposes in the Association of all of the owners shall be equal. Each Class A owner shall have one vote whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit as they among themselves shall determine.

Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to two times the votes for each Lot owned by a Class A Member for the Lots contained upon this declaration, provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events:

(a) When fifty percent (50%) of the Lots set forth upon this declaration to be filed have been sold; or

(b) On the 5th day of July, 1985.
From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to such number of votes as are contained in the lots then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV

Property Rights in Private Commons

Section 1.

Members Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2.

Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner shall have an undivided one ninety-first (1/91) interest in the private commons.

Section 3.

Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Association or Developer to dedicate or transfer, subject to acceptance thereof, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof.
shall be effective unless an instrument signed by the members entitled to cast
two-thirds (2/3) of the votes of each class of membership has been recorded,
agreeing to such dedications, transfer, purpose or condition, and unless written
notice of the proposed agreement and action thereof is sent to every member at
least ninety (90) days in advance of any action taken.

ARTICLE V

Covenant for Maintenance Assessments

Section 1:

Creation of the lien and personal obligation of assessments:

Developer, for each lot owned by it within the properties, hereby coven-
ants with, and each owner of any lot by acceptance of a deed therefor, whether
or not it shall be so expressed in any such deed or other conveyance, shall be
deemed to covenant and agree to pay to the Association (1) Annual assessments
or charges (which may be paid on a monthly basis), (2) Special assessments for
capital improvements, such assessments to be fixed, established and collected
from time to time as hereinafter provided. The annual and special assessments,
together with such interest thereon, and costs of collection thereof as hereina-
after provided, shall be a charge on the land and shall be a continuing lien upon
the property against which each such assessment is made. Each such assessment,
together with such interest thereon and costs of collection thereof, as hereina-
after provided, shall also be the personal obligation of the person who is the
owner of such property at the time when the assessment fell due.
ARTICLE VI
Developer Responsibility

Section 1:
The Developer shall install in SHADOWOOD not later than August 1, 1977 two tennis courts which are of standard size and construction. Other recreation facilities shall be built and installed as the Association decides and so elects.

Section 2:
The Developer shall have the responsibility of advising potential purchasers of said choice and shall create with a reputable escrow company a special account in which funds amounting to 1% of the gross lot sales price will be deposited for the future use of the Association for new recreation facilities only at such time as an Association has been constituted; all funds in said special account shall be paid over to the duly authorized agent of the Association for use in consonance herewith.

Section 3:
The maintenance of the walkways and open spaces shall be the responsibility of the Association, but until such time as more than 50% of the lots within said development have been sold the Developer shall have the responsibility for their maintenance and upkeep.

ARTICLE VII
Architectural Committee

Section 1:
For the protection of all lot owners, the Developer desires through the Architectural Committee, hereinafter referred to, to make certain that such development is a proper one and therefore herein makes provision for the formulation of such a committee and its functions.
Section 2:

The Architectural Committee shall at all times consist of as many persons, not less than three, as the Developer shall appoint, which committee shall perform the functions set forth in the preceding paragraph to insure the proper and harmonious development of the entire area. However, at such time as the Class B Membership shall cease the Homeowners Association shall be responsible for the appointment of the members to the Architectural Committee.

Section 3:

Lot owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Architectural Committee a complete set of plans and specifications therefor in form satisfactory to the committee, showing insofar as is appropriate (1) the size and dimensions of the improvement, (2) the exterior design, (3) the exterior color scheme, (4) the exact location of the improvement on the home site, (5) the location of driveways and parking areas, (6) the landscaping arrangement, and (7) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the committee. Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said committee with the items set forth in paragraph (a) above which, in the reasonable judgment of the committee would render the proposed improvement inharmonious or out of keeping with the objectives or the improvements erected on other home sites in the immediate vicinity of the premises.

(c) If at any time the lot owner shall have submitted to the committee
plans and specifications and the committee shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the lot owner of its objections within such period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the committee, the committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter said committee shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the committee does not act within said ten (10) day period the improvement shall conclusively be deemed to be satisfactory to the committee. All communications to the committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

(d) The Architectural Committee has prepared an architectural check list setting forth general concepts for the development of said tract which is available at the office of the Developer. Such check list may be modified from time to time.

ARTICLE VIII

Easements

Section 1:

The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.
ARTICLE IX

Building Restrictions

Section 1:

Maximum Building Height - The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curb.

Section 2:

Square feet to be contained in single family residence - The minimum number of square feet in a detached single family residence shall be not less than 1300 square feet. The minimum square feet in a townhouse single family residence shall be not less than 800 square feet of living area.

Section 3:

Set-back requirements - The minimum side yard requirement for single family lots shall be 7-1/2 feet. Front and rear yard set-back requirements shall be 10 feet, save and except, front yard set-back shall provide 20 feet to park a vehicle in front of any garage.

Section 4:

Restrictions on carports - No carports shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities, garages.

Section 5:

Time limit on construction - Construction shall begin upon lots within two (2) years of the initial purchase of the property from the Developer or within two (2) years from installation of city services, i.e. water, lights and sewage, whichever event last occurs. Otherwise the property shall revert to the Developer at the initial purchase price.
Section 6:

Fences - No fences shall be constructed within the development except as specifically permitted by the Association through the Architectural Committee. The Architectural Committee shall be responsible for granting permission for building fences and shall set specific guidelines for such fences. No fences shall be allowed except with written permit granted by the Architectural Committee.

ARTICLE X
General Restrictions

Section 1:

Animals - No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2:

Mobile Homes, Temporary Structures - No mobile home, permanent or temporary, or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be used only during the period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Section 3:

Campers, Motor Homes or Travel Trailers - No camper, motor home or travel trailer shall be permitted to be left on the owner or tenant occupied drive or street for a period not to exceed two (2) days, or a reasonable period of time to permit cleaning, loading or unloading, not to exceed five (5) days.
Section 4:

Trash or refuse - No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the heretofore mentioned will result in the Association having such removed and presenting the owner or tenant with a charge for said removal. If not paid within 30 days, a lien will be recorded against the property involved.

Section 5:

Commercial business - No commercial business of any type shall be allowed to be established on or operated from this development.

Section 6:

Nonusable motor vehicles - There shall not be stored or kept upon said lots or tracts in open and plain view any old, nonusable motor vehicles, of any type, or any such motor vehicle which has been stripped or which would be considered junk. Nor shall any of said lots or tracts be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

Section 7:

One family per single unit dwelling - No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests or temporary visitors.

Section 8:

No offensive noise or activities - No resident or guest of resident shall make any offensive noises or conduct any activity which offends or interferes with other residents' use of their property or the private commons.
ARTICLE XI

General Provisions:

Section 1:

Enforcement - If the parties hereto, or any of them, or any lot owners or their heirs or assigns or any persons claiming under them shall violate or attempt to violate any of the restrictions and covenants contained herein, it shall be lawful for the Association or for any person or persons owning any property situated in said subdivision to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such restriction or covenant and neither to prevent him or them from so doing or to recover damages for such violation.

Section 2:

Severability - Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise effect any of the other provisions hereinafter which shall remain in full force and effect.

Section 3:

Amendments - The covenants, easements and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date of recording this declaration, at which time said covenants, easements and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to retain said covenants, easements and restrictions.
The covenants and restrictions of this declaration may be amended by an instrument signed by not less than 90% of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by 100% of the owners of said property, including the Developer.

Dated this ___ day of ____ , 1976

Developer
YACOSCO Service Corporation

By _____________________________
Vincent Mekkers, President

By _____________________________
Mary J. Davies, Secretary

STATE OF OREGON,

County of Yamhill ____________ On the ___ day of ___, 1976

before me appeared Vincent Mekkers and
Mary J. Davies, both to me personally known, who being
duly sworn, did say that he, the said VINCENT MEKKERS
is the President, and she, the said MARY J. DAVIES
is the Secretary of YACOSCO, INC.

the within named Corporation, and that the said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and VINCENT MEKKERS and MARY J. DAVIES

acknowledged said instrument to be the true act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written:

__________________________
Notary Public for Oregon.

My Commission expires __________.

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BYLAWS
of
SHADOWOOD GREENWAYS ASSOCIATION

CHAPTER 1
DEFINITIONS

1.05 The following words, when used in these Bylaws shall have the following meanings:

1.10 "Association" shall mean and refer to the Shadowood Greenways Association, a non-profit corporation organized and existing under the laws of the State of Oregon.

1.15 "Association of Members" means all the owners and other persons entitled to vote acting as a group in accordance with the Declaration and Bylaws.

1.20 "Building" means a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

1.25 "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners and expenses declared common by these Bylaws of this Association and the Declaration.

1.30 "Declaration" means the master deed previously filed in Yamhill County plus amendments and supplements thereto.

1.35 "Lot" means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.
1.40  " Majority of Members" means those persons or entities holding fifty-one percent (51%) of the votes in accordance with the percentages and voting rights assigned in the Declaration.

1.45  "Manager" means the manager or Board of Managers or other person or persons in charge of the administration of, or managing the Association and the properties.

1.50  "Member" means the person or entity having a voting right in the Association pursuant to the Declaration and the Articles of Incorporation, and these Bylaws.

1.55  "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.60  "Private Commons" means parks, commons, streets, footways, buildings, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the members of the Association.

1.65  "Properties" or "Property" means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under these Bylaws, the Declaration and Articles of the Association, plus additions thereto.

CHAPTER 2
MEMBERSHIP

2.05  The method of selection of members and the rights of members are as set
forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.10 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made as provided in the Declaration to which the properties are subject and recorded and the Articles of Incorporation.

2.15 The membership rights of any person whose interest in the properties are subject to assessment under the Declaration, Articles of Incorporation and these Bylaws, whether or not he be personally obligated to pay such assessments, may be suspended by action of the directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights, and privileges shall be automatically restored.

CHAPTER 3
PROPERTY RIGHTS AND
RIGHTS OF ENJOYMENT
OF COMMON PROPERTY

3.05 Each member and guest shall be entitled to the use and enjoyment of the private commons and facilities provided by the Declaration and the Articles of Incorporation and these Bylaws.

3.10 Any member may delegate his rights of enjoyment in the private commons to the members of his family who reside upon the property or to any of his tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such person, and the relationship of the member to such person. The rights and privileges of such person are subject to suspension to the same extent as those of a member.
CHAPTER 4
BOARD OF DIRECTORS

4.05 The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, from among the members, provided that husband and wife may not serve as directors simultaneously.

4.10 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners. Specifically, and by way of example and not by way of limitation, the directors shall be responsible for the care, upkeep and surveillance of the properties and the private commons; the maintenance, care and upkeep of all sewer lines 8 inches or less in diameter; the repair and upkeep of all private roads in the development; the collection of monthly assessments from the owners in accordance with these Bylaws; the designation and dismissal of personnel necessary for the maintenance and operation of the properties, the private commons, and this Association; to call special meetings of the members as set forth in these Bylaws; to adopt and publish rules and regulations governing the use of the private commons and the personal conduct of the members and their guests; to cause to be kept complete records of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such statement is requested in writing by five percent (5%) of the voting membership as provided by these Bylaws.

4.15 The Board of Directors may employ a management agent who shall be an officer or assistant office of the Association at a compensation to be established by the Board and to perform such duties and services as the Board shall authorize, including, but not limited to, the carrying out of the duties set forth in Section 4.10 of this chapter.
4.20 The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.25 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary on three (3) days notice to each director, personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

4.30 Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any one (1) director.

4.35 Before or at any meeting of the Board of Directors, any director may, in writing, or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.40 The Board of Directors shall require that all officers and employees of the Association handling, or responsible for, Association funds shall furnish adequate fidelity bonds, the premiums on such bonds to be paid by the Association.
CHAPTER 5
NOMINATION, ELECTION AND TERM OF OFFICE OF DIRECTORS

5.05 Nominations for elections to the Board of Directors shall be made by a Nominating Committee constituted as set forth in these Bylaws.

5.10 A Nominating Committee shall meet at least fifteen (15) days prior to the annual meeting and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

5.15 At the annual meeting or at a special meeting called for elections, the Nominating Committee shall present its nominations to the membership, and the president shall thereupon invite additional nominations from the floor. No nominee may be nominated by the committee or from the floor without the express oral consent of the nominee having been obtained prior to the nominee's nomination. After the nominations are closed, the president shall call for the election of the directors orally unless at least three (3) persons demand that the election shall be in writing, in which event, the president shall immediately direct the secretary to prepare written ballots and the election shall proceed by written ballot. The announcement of the winners shall be made at the meeting or as soon thereafter, in the event of a written ballot, as may be conveniently made in writing to the members. The president may designate an Election Committee to count the ballots from among the members.

5.20 At any regular or special meeting of the members duly called, any one or more of the directors may be removed with, or without, cause by a two-thirds (2/3) vote of the members present, and a successor may then and there be elected to fill
out the vacancy thus created. Any director whose removal has been proposed by
the owners shall be given an opportunity to be heard at the meeting.

5.25 Vacancies in the Board of Directors caused by any reason other than the
removal of a director by a vote of the Association shall be filled by a vote of
the majority of the remaining directors, and each person so elected shall be a
director until his successor is elected at the next annual meeting of the
Association or a special meeting called for that purpose.

5.30 At the first meeting of the directors following the first meeting of
members, the directors shall determine as between themselves by lot, that the
term of two directors shall be for three (3) years, the term of two directors
shall be for two (2) years, and the term of one director shall be for one (1)
year. At the expiration of the initial term of office for each director, his
successor shall be chosen for a term of three (3) years as provided in these
Bylaws.

CHAPTER 6
OFFICERS

6.05 The principal officers of the Association shall be a Chairman, hereinafter
called President, a Vice-President, and a Secretary-Treasurer, all of whom
will be elected by and from the Board of Directors. The directors may appoint
an assistant Treasurer or assistant Secretary and such other officers as in their
judgment may be necessary, which said officers or assistant officers need not be
members of the Association.

6.10 The officers of the Association shall be elected annually by the Board of
Directors, at the organization meeting of each new Board, and shall hold office
at the pleasure of the Board.
6.15 Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

6.20 The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may, in his discretion, determine as appropriate to assist in the conduct of the affairs of the Association.

6.25 The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act, and have such other and further duties as the President shall determine. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on a temporary basis.

6.30 Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, shall have charge of the books and records, and papers of the Board of Directors and of the Association, and shall have the responsibility of the Association's funds and securities and be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. He shall carry out other and further duties and oversee the responsibilities of assistant secretaries and assistant treasurers under and pursuant to the direction and control of the Board of Directors. The Secretary-Treasurer may be compensated in such manner and in such amount as the Board of Directors shall deem appropriate.
6.35 Officers and directors other than the Secretary-Treasurer shall serve without compensation unless the owners, by a two-thirds (2/3) vote, shall approve of compensation for such officers or directors. Directors may receive reimbursement for all expenses incurred on behalf of the Association.

CHAPTER 7
MEETINGS OF MEMBERS

7.05 Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

7.10 The second annual meeting of the Association will be held on the third Monday in January in 1977, and thereafter, the annual meetings of the Association will be held on the same day of each succeeding year if the same is not a holiday, and if it is a holiday, on the next succeeding business day. At such meetings, there shall be elected by the members a Board of Directors in accordance with these Bylaws, and the members may also transact such other business of the Association as may properly come before them.

7.15 The President may call a special meeting of the members at any time, and shall do so upon request of two (2) Directors or upon a petition signed by ten percent (10%) of the members and having been duly presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

7.20 It shall be the duty of the Secretary-Treasurer to mail a notice of each annual or special meeting, stating the purpose thereof, including a statement as to any extraordinary business to be considered, as well as the time and place where
it is to be held, to each member, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered the serving of notice.

7.25 The presence in person or by proxy of fifty-one percent (51%) of those eligible to vote in accordance with the percentages assigned in the Declaration shall constitute a quorum.

7.30 Votes may be cast in person or by proxy. Proxies must be filed with the Secretary in writing before the appointed time of each meeting.

7.35 If any meeting of members cannot be organized because a quorum has not been attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7.40 Except where there is something in the Articles, Declaration, or in these Bylaws to the contrary, the order of business and the method of proceeding with business shall be as set forth in the latest published edition of Robert's Rules of Orders.

CHAPTER 8
COMMITTEES

8.05 The standing committees of the Association shall consist of a Nominating Committee, a Maintenance Committee, an Architectural Control Committee, an Audit Committee, and such other standing committees as the Board of Directors shall determine. The duties of each committee shall be set forth by the Board of Directors and their membership shall be made up in such manner as may be determined, from time to time, by the Board of Directors.
8.10 In addition to the standing committees, the Association may have other
temporary or special committees carrying out such duties and responsibilities as
the Board of Directors may, from time to time, determine.

CHAPTER 9
OBLIGATIONS OF THE ASSOCIATION

9.05 Private Roads: The Association shall be responsible for the maintenance,
upkeep and repair of all private roads within the development. This shall be done
in accordance with applicable city standards as set by the City of McMinnville.

9.10 Sewer Lines: The Association shall be responsible for the maintenance and
repair of all sewer lines within the development which are 8 inches or less in
diameter. This shall be done in accordance with applicable city standards as set
by the City of McMinnville.

CHAPTER 10
OBLIGATIONS OF THE OWNERS

10.05 Assessments: All owners are obligated to pay monthly assessments imposed
by the Association to meet all Association common expenses, which shall include a
liability insurance policy and a property and extended coverage insurance policy.
Such assessments shall include monthly payments to a general operating reserve and
a reserve fund for replacements, upkeep of private roads and maintenance of sewer
times.

10.10 Each owner must perform promptly all maintenance and repair work on his own
lot and building which, if omitted, would affect the properties belonging to other
owners, being expressly responsible for damages and liabilities that his failure
to do so may engender. An owner shall reimburse the Association for any expendi-
ture incurred by it in repairing or replacing any part of the private commons
damaged through the fault or negligence of an owner.
10.15 An owner shall not place or cause to be placed in the private commons any objects which could or do block normal transit through such private commons. An owner shall take no action which would unreasonably interfere with the use of the private commons by the owners.

10.20 Restrictions

(a) No resident of a unit shall post any advertisement or poster of any kind in or upon the properties except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises that may disturb other residents. Those keeping domestic animals will abide by the laws and ordinances of the area.

10.25 Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the unit to the obligations of these Bylaws and the Declaration. Any default by the owner in any such manner shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the property is subject.

CHAPTER 11
AMENDMENTS

11.05 These Bylaws may be amended by the Association at a duly constituted meeting called for such purpose, but no amendment shall be effective unless approved by the members representing at least 75 percent (75%) of the owners and until such amendment has been certified by the President and Secretary of the Association.

CHAPTER 12
ADMINISTRATIVE RULES AND REGULATIONS

12.05 The Board of Directors may promulgate, by two-thirds (2/3) vote, such additional administrative rules and regulations governing the details of the operation
and use of the private commons as they shall in their discretion determine. Such rules and regulations shall be furnished to all members and shall be subject to change without notice.

CHAPTER 13
FINANCIAL ADMINISTRATION
OF THE ASSOCIATION

13.05 In addition to a managing agent, the Board of Directors may employ for the Association such other and different persons necessary, useful or desirable for the maintenance, upkeep and repair of the common elements, or other Association purposes, as the Board of Directors shall determine.

13.10 The managing agent shall have the authority to disburse funds only up to, but not in excess of, an amount to be determined by the Board of Directors. For any expenditure of funds over and above the said sum, the check or draft therefore shall contain the approval of, and the signature of, one of the three officers of the corporation in addition to that of the managing agent. The Association shall maintain such adequate books and records of account as good general business practice requires and for the purposes hereof, may acquire the services of a professional accountant, public accountant, or certified public accountant.

13.15 The fiscal year of the Association shall be a calendar year or such other year as the Board of Directors shall determine.

CHAPTER 14
INSURANCE

14.05 All buildings and improvements upon the land and all personal property included in the private commons shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

Page 13.
(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owner automobile coverages, and with cross liability endorsement to cover liabilities of the owners as a group to an owner.

14.10 Workman's Compensation policy to meet the requirements of law.

14.15 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

14.20 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14.25 All insurance policies purchased by the Association shall be for the benefit of the Association and the owners, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and the benefit of the owners.

14.30 Proceeds of insurance policies received by the Association shall be distributed for the benefit of the owners in the following manner:

(a) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be held by
the Association and distributed for the benefit of the owners as the Association may direct.

(b) Failure to reconstruct or repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be held by the Association and distributed for the benefit of the owners as the Association may direct.

14.35 The Association is hereby irrevocably appointed agent for each owner and for each owner of a mortgage or other lien or any other interest in the private commons to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

These Bylaws, duly, regularly and unanimously passed by the Board of Directors of Shadowood Greenways Association on the 1st day of March, 1976.

[Signatures]

STATE OF OREGON

County of Tualatin

I, Nancy Cole, County Clerk of and for said County, do hereby certify that the within instrument of writing was introduced and has been by me duly recorded as an original from Vol. __ Page __ of the Records of __ and on the __ day of __, A.D. 19__ at ___.

[Signature]

COUNTY BOARD OF COMMISSIONERS

STATE OF OREGON
Mr. Richard Lucht, County Surveyor  
Yamhill County Courthouse  
5th and Evans  
McMinnville, Or. 97128

Dear Mr. Lucht:

This is to confirm that I am in receipt of confirmation from YACCOO, Inc. that they will continue to employ Ling, McCullough, Bryant and Finger, Inc. of Corvallis to complete the monumentation of the interior lot corners in the Shadowood Subdivision which have not been completed at this time due to utility construction activities on the site.

Ling, McCullough, Bryant and Finger, Inc. have also given written assurance that they will place those corners as soon as conditions are satisfactory for same.

Shadowood Subdivision has under the above guarantee been approved by our office and will be submitted to the County by Pioneer National Title and Trust for signatures.

Very truly yours,

[Signature]

William M. Ribe
City Engineer
WATER AND LIGHT DEPARTMENT
City of McMinnville, Oregon

CONTRACT FOR
RESIDENTIAL UNDERGROUND ELECTRICAL DISTRIBUTION

THIS CONTRACT AND AGREEMENT, made and entered into on this
3rd day of December, 1973, by and between

Yacoma, Incorporated   and    Water and Light Department

hereinafter referred to as "Subdivider" and the City of McMinnville, Oregon

Water and Light Department, hereinafter referred to as "City:

WHEREAS, the Subdivider, an owner and developer, is requesting the
City to furnish underground electrical service for 91 residential
building lots described as follows:

- Shadowood P. D. Subdivision
  - Lots 1 through 33 and Lot 56 -- 34 Single Family
    - Detached Houses
  - Lots 34 through 91 excluding Lot 56 -- 57 Town Houses

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subdivider agrees to file, prior to sale of any of the above lots, a
   restrictive covenant which will require underground electrical service
to each dwelling on the above mentioned lots.

2. Subdivider agrees to pay to the City, the sum of $0.00. Said
   sum represents the estimated excess cost of the underground system,
as prescribed in the City Water and Light residential underground policy
attached hereto as an exhibit #1. Arrangements for payment of this sum
must be made in advance of installation.

The foregoing sum is predicated upon 91 building lots at
$0.00 per building lot, in said subdivision. In the event the
subdivider elects to change the number of building lots, it is agreed
that the City shall have the right to recompute the cost of the under-
ground service for that portion of the subdivision affected.

The price for underground utilities is also predicated upon installation
under favorable weather conditions. In the event the Subdivider shall
require the City to make the installation under unfavorable weather con-
ditions, it is agreed that the City shall have the right to recompute
the cost of the underground service for that portion of the subdivision
affected.
3. It is further understood and agreed that the underground electrical system is to be installed by the City in accord with the City's plan and is subject to the rules and regulations established by the City. The subdivider and/or lot purchaser shall furnish such easements as may be required by the City at no cost to the City.

4. The City shall do all trenching and rough backfilling of the trench except in those cases where the trench may be used jointly by other utilities. The developer shall be responsible for the final backfill, including normal settling other than in improved street areas and for the additional cost of removing rock on opening and closing improved streets, if any. Developer shall save and hold City harmless from all liability and claims arising from the final backfilling operation.

5. Developer agrees to have the trench areas rough graded, free from all obstructions, and final grade stakes set prior to the City's starting construction and to notify the City at least three (3) weeks prior to paving of streets.

6a. In addition to the amount specified in Paragraph 2 of this agreement, Subdivider agrees to pay the sum of $____ for each underground connected street lighting metal pole and fixture installed in this subdivision on public streets.

6b. Subdivider will execute a separate rental agreement covering street lighting on private streets.

7. This agreement and contract shall be binding upon the parties hereto and upon their heirs or assigns.

IN WITNESS WHEREOF, the Subdivider has hereunto set his hand and seal, and the City of McMinnville, Oregon, by and through its Water and Light Commission, pursuant to a resolution thereof, has caused these presents to be signed by its General Manager, all of this ___ day of December, 1974.

THE CITY OF McMinnville, OREGON
Acting by and through its
Water and Light Commission

By ____________________________
General Manager

YACOSCO, INC.
Subdivider

39671

STATE OF OREGON
County of Yamhill
On this ___ day of December, 1974, personally appeared the above
named Vincent Weber

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
______________________________
Notary Public for and in the State of Oregon
My commission expires ____________
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHADOWOOD GREENWAYS
a Residential Community with Common Facilities

WHEREAS, the lot owners wish to amend the Declaration of Covenants and Restrictions for Shadowood Greenways. In accordance with Article XI, Section 3, the following amendment is made:

Article IX, Building Restrictions, Section 5 of the Declaration of Covenants and Restrictions for Shadowood Greenways recorded in Yamhill County Deed Records in Volume 110, Page 1806 on March 1, 1976 as follows:

Time limit on construction - Construction shall begin upon lots within two (2) years of the initial purchase of the property from the Developer or within two (2) years from installation of city services, i.e. water, lights and sewage, whichever event last occurs. Otherwise the property shall revert to the Developer at the initial purchase price.

Said article is amended to read as follows:

Time limit on construction - Construction shall begin upon lots within five (5) years of the initial purchase of the property from the Developer or within five (5) years from installation of city services, i.e. water, lights and sewage, whichever event last occurs. Otherwise, the property shall revert to the Developer at the initial purchase price.

DATED this 25th day of September, 1976.

Developer
YACOSCO Service Corporation

By: Vincent Meekers, President

1 - AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHADOWOOD GREENWAYS
STATE OF OREGON    ss.
County of Yamhill

On this 30 day of September, 1976, before me appeared Vincent Mekkers and
Mary J. Davies, both to me personally known, who being duly sworn, did say that
he, the said Vincent Mekkers is the President, and he, the said Mary J. Davies
is the Secretary of Yacosco, Inc., the within named Corporation, and that the
seal affixed to said instrument is the corporate seal of said Corporation, and
that the said instrument was signed and sealed in behalf of said Corporation by
authority of its Board of Directors, and Vincent Mekkers and Mary J. Davies
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

Notary Public for Oregon
My Commission Expires: 12-17-76
STATE OF OREGON        } ss.
County of Yamhill     }

On this 20th day of September, 1976, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared the within
named John F. Voll and Mabel L. Voll, known to me to be the identical individu-
als described in and who executed the within instrument and acknowledged to me
that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 12-17-76

STATE OF OREGON        } ss.
County of Yamhill     }

On this 20th day of September, 1976, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared the within
named James W. Allison and Dorothy Jane Allison, known to me to be the identical
individuals described in and who executed the within instrument and acknowledged
to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 12-17-76

STATE OF OREGON        } ss.
County of Yamhill     }

On this 20th day of September, 1976, before me, the undersigned, a
Notary Public in and for said County and State, personally appeared the within
named John Friedrigh and Frances Friedrigh, known to me to be the identical
individuals described in and who executed the within instrument and acknowledged
to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 12-17-76

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHADOWOOD GREENWAYS
STATE OF OREGON  
County of Yamhill  

On this 30 day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared before me the within named Del Casteel and Ronald Eborall, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires 12-7-76

STATE OF OREGON  
County of Yamhill  

1. Wanda Call, County Clerk of said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Film No. 1115 of Film Vol. 1158 of the Recorders of Deeds of said County, on the 8th day of October, 1976. 

[Signature]
Wanda Call, County Clerk

4 - AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHADOWOOD GREENWAYS
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHADOWWOOD GREENWAYS
A Residential Community With Common Facilities

WHEREAS, a Declaration of Covenants and Restrictions for Shadowwood Greenways, a residential community with common facilities, was recorded in Yamhill County, Oregon, Deed Records on March 1, 1976, in Volume 110, Page 1806, and was thereafter amended by the lot owners as shown by Amendment recorded in Film 115, Page 450, and

WHEREAS, not less than 90% of the present lot owners have signed an instrument approving and agreeing to the further amendment of said Declaration of Covenants and Restrictions as hereinafter set forth, now, therefore,

IT IS HEREBY CERTIFIED AND DECLARED that Article IX, Building Restrictions, Section 5 of the Declaration of Covenants and Restrictions for Shadowwood Greenways, has been duly amended, and the Amendment duly adopted in accordance with said Declaration and that the amended Section 5 reads as follows:

Time limit on construction - Construction shall begin upon lots within seven (7) years of the initial purchase of the property from the Developer or within seven (7) years from installation of city services, i.e. water, lights and sewage, whichever event last occurs. Otherwise, the property shall revert to the Developer at the initial purchase price.

DATED this 13 day of September, 1982.

SHADOWWOOD GREENWAYS
By: FLOYD A. ODELL

STATE OF OREGON,
COUNTY OF YAMHILL

Personally appeared the within named FLOYD A. ODELL, president of SHADOWWOOD GREENWAYS, and acknowledged the foregoing instrument to be his free act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

1. AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
DECLARATION OF RETENTION AND RENEWAL

OF THE

COVENANTS AND RESTRICTIONS FOR
SHADOWOOD GREENWAYS

WHEREAS, a Declaration of Covenants and Restrictions for Shadowwood Greenways, a Residential Community with Common Facilities ("the Declaration") was executed on February 9, 1976 and recorded in the official records of Yamhill County on March 1, 1976 in Volume 110, page 1086, pertaining to certain real property commonly known as Shadowwood Greenways, and more specifically identified in the Original Declaration and its exhibits; and

WHEREAS, the Declaration was amended by an Amendment dated September 24, 1976 and recorded in the official records of Yamhill County at Film 115, Page 450, and by an Amendment dated September 13, 1982 and recorded in the official records of Yamhill County at Film 172 page 34; and

WHEREAS, by the terms of the Declaration, as amended, the covenants, easements and restrictions contained therein were to run with the land and be binding upon all persons claiming under them, for a period of thirty (30) years from the date of recording of the Declaration, at which time said covenants, easements and restrictions would terminate unless a majority of the then record owners of the lots contained in Shadowwood Greenways elected to retain said covenants, easements and restriction; and

WHEREAS, said covenants, easements and restrictions are scheduled to terminate on March 1, 2006; and

WHEREAS, there are eighty-seven (87) record owners of lots contained in Shadowwood Greenways; and

WHEREAS, a majority of these eighty-seven (87) record owners have elected to renew the Declaration of Covenants and Restrictions for Shadowwood Greenways, as documented in the written minutes of the November 10, 2004 Special Meeting of the Shadowwood Greenways Homeowners Association, a copy of which is attached hereto as Exhibit A;
IT IS HEREBY DECLARED that all covenants, easements, and restrictions contained in the Declaration of Covenants and Restrictions for Shadowood Greenways dated February 9, 1976, as amended, are hereby retained and renewed, and shall remain in full force and effect, shall run with the land, and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date of recording of this declaration, at which time said covenants, easements, and restrictions shall terminate unless a majority of the then record owners of the lots contained in Shadowood Greenways elect to retain said covenants, easements and restrictions.

DATED this 18 day of JAN, 2005.

SHADOWOOD GREENWAYS ASSOCIATION

By: Wallace Eric Wright
Name: Wallace Eric Wright
Title: President

STATE OF OREGON )
) ss.
County of Yamhill )

Personally appeared before me Wallace Eric Wright, and acknowledged the foregoing instrument to be his free act and deed.

Notary Public

DECLARATION OF RETENTION AND RENEWAL OF COVENANTS AND RESTRICTIONS OF SHADOWOOD GREENWAYS – Page 2
EXHIBIT A

Special Meeting of the Shadowood Greenways Homeowners Association was held November 10, 2004 at 7:00 P.M. at the Sunrise Church.

Present were: Eric Wright, President, , Kelly Hines, Secretary, Rose Marie Caughran, Board Member, Karen Hartsock, Treasurer, Jules Drabkin, Attorney, Maggie Wright, resident, Mark Hines, resident, Wanda McCallister, resident, Bob Dodge, resident and Ward and Janet Kent, residents.

The purpose for the special meeting was to discuss the requirement to renew the CC&R’s that will expire in February 6, 2006.

Attorney Jules Drabkin after reviewing the Shadowood covenants, conditions and restrictions on July 14, 2004 recommended to the Board, they be renewed prior to expiration in February 2006. The recommendation prompted the ballots being mailed and subsequent questions.

During this special meeting Mr Drabkin explained that the CC&R’s should be updated but this process could take much longer than the time available prior to the expiration of the current CC&R’s. The vote to renew would provide the time to make much needed changes.

Ward and Janet Kent are in favor of having CC & R’s but want changes. They are upset that homeowners are not adhering to the covenants and are doing or not doing as they please.

Out of the 87 Lots: 62 yes votes
4 no votes
21 did not respond

That is 70% participation. We will need 50% plus 1 to Amend to Covenants, Conditions and Restrictions.

The meeting lasted 30 minutes.
Declaration of Covenants and Restrictions
For
Shadowood Greenways Association

History
On February 9, 1976, YACOSCO Service Corporation made a Declaration of Covenants and Restrictions for SHADOWOOD GREENWAYS, a residential community with common facilities. These Covenants, easements and restrictions ran with the land and were binding on all owners for a period of thirty years from the date of Declaration.
The community of SHADOWOOD GREENWAYS has determined to continue as a residential community with common facilities and therefore seeks to make a new declaration. In general changes to the original document include, but are not limited to:
Removal of the developer as a party to the Declaration.
Designation of one class of voters as owners of property within the development.
Addition of requirements for owners who do not live at the residences located within the development.
Addition of restrictions from the updated Bylaws.
Revision to the requirement for permitting campers, motor homes or travel trailers to be left on the owner or tenant drive or street.
Addition of restrictions for boats.

Declaration
This declaration made this January 2, 2008, by the Association at Shadowood Greenways Corporation, an Oregon corporation, hereinafter called the "Shadowood Greenways".

Witnessed
Whereas, the Association is the owner of the real property described in this declaration and desires to create thereon a residential community with common facilities for the benefit of said community. The community shall be referred to as "SHADOWOOD GREENWAYS"; and
Whereas the Association has deemed it desirable for the efficient preservation of values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. The agency shall be referred to as the "SHADOWOOD GREENWAYS ASSOCIATION."

Article 1
Definitions: The following words, when used in this declaration or any subsequent or supplemental declaration (unless the context shall prohibit) shall have the following meaning:
"Association" shall mean, or refer to, the SHADOWOOD GREENWAYS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Oregon.
Association of Members" means all the owners and other persons entitled to vote, acting as a group, in accordance with the declaration and bylaws.
"Building" means a multiple unit building or a single unit property, or any combination thereof, comprising part of the property.
“Common Expenses” means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

“Declaration” means this master deed, plus amendments and supplements thereto.

“Lot” means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

“Member” means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and bylaws.

“Owner” shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situation upon the properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

“Private Commons” means parks, commons, streets, footways, buildings, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

“Properties” or “property” means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporation and bylaws of the Association.

**Article II**

Properties Subject to the Declaration

Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is more particularly described as set forth upon the document attached hereto and made a part hereof as though fully set forth herein, and marked “EXHIBIT A”, all of which is said real property shall hereinafter be referred to as “existing property.”

**Article III**

Membership and Voting Rights in the Association

Membership: Every person or entity which is an owner shall be a member.

Voting rights shall be held by all of the lot owners. Proportionate shares of the separate owners in the common revenue and expenses in connection with the private commons, and the proportionate representation for voting purposes of all the owners shall be equal. Each owner shall have one vote whether the owner is an individual, a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any lot, all such persons shall exercise their vote as a unit as they among themselves shall determine.

Tenants have no vote in Association matters.

Exception to Voting Rights: Owners who do not live in the purchased unit are required to have on file with the Board of Directors, a mailing address where they can be reached. The Board of Directors is NOT required to take extraordinary means to notify Association members without an address on file of a vote.
Article IV

Property Rights in Private Commons

Members Easement of Enjoyment: Subject to the provisions of “extent of members’ easement” in Article IV, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit. Title to Private Commons: The title to the private commons shall be vested in the owners. Each owner shall have an undivided one eighty-seventh (1/87) interest in the private commons.

Extent of Members’ Easement: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and bylaws, to suspend the enjoyment rights of any member for any period during which assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Association to dedicate or transfer, subject to acceptance thereof, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedications, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

Article V

Covenant for Maintenance Assessments

Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association

(1) Annual assessments or charges (which may be paid on a semi-annual basis).
(2) Special Assessments for capital improvements, which assessments to be fixed, established and collected from time to time as hereinafter provided.
(3) Interest on any semi-annual or special assessment which has not been paid by the owner within 90 days of the due date.

The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

Article VI

Developer Responsibility

Not Applicable
Article VII

Architectural Committee

The Architectural Committee shall at all times consist of at least three persons to insure the proper and harmonious development of the entire area. Lot owners will NOT construct, alter or maintain any improvement on the exterior of the premises until:

(a) They have submitted in person to a member of the Architectural Committee a complete set of plans and specifications therefore in a form satisfactory to the committee, showing insofar as is appropriate
   (1) The size and dimensions of the improvement,
   (2) The exterior design,
   (3) The exterior color scheme,
   (4) The exact location of the improvement on the home site,
   (5) The location of driveways and parking areas,
   (6) The landscaping arrangement, and
   (7) The size, dimension and location of any outbuildings; and

(b) Multi-unit structures shall remain consistent among all the units in exterior appearance and roofing. Disputes between owners of multi-unit structures will be resolved by the Architectural Committee. In general, current exterior appearances and roofing will be used unless each of the owners agrees to a change and it is approved by the Architectural Committee.

(c) Such plans and specifications have been approved in writing by greater than 50% of the Architectural Committee members present at the meeting to make such decisions. Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of said committee with the items set forth in paragraph (a) above which, in the reasonable judgment of the committee would render the proposed improvement inharmonious or out of keeping with the objectives of the improvements erected on other home sites in the immediate vicinity of the premises.

(d) If at any time the lot owner shall have submitted to the committee plans and specifications and the committee shall have neither approved such plans and specifications within forty-five (45) days from the date of their submission nor notified the lot owner of its objections within such period, then such plans and specifications shall be deemed to have been approved by the Architectural Committee. Similarly such restrictions shall apply to any action upon any revised plans and specifications. Upon completion of the improvement and notice to the committee, the committee shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter said committee shall either approve said improvement or notify the lot owner of the changes necessary to comply with the plans and specifications. In the event the committee does not act within said ten (10) day period the improvement shall conclusively be deemed to be satisfactory to the committee. All communications to the committee shall be delivered by hand or mail to a member of the Architectural Committee.

(e) There are situations in which time is of the essence (due to availability of workers, cost savings of materials, etc.). For these projects, an owner can submit the plans to at least three
individual members of the Architectural Committee. With written approval from each and all of the three, the project may continue. The approval will then be entered in the next meeting minutes of the Architectural Committee. Should ANY of the members to whom the proposal was submitted have reservations, the proposal shall be presented to the whole Architectural Committee for a vote. Rules for notifying the Architectural Committee of completion of the project remain in force for this situation.

(f) The Architectural Committee has prepared an architectural check list setting forth general concepts for the development of said tract which is available through one of the members of the Architectural Committee. Such check list may be modified from time to time.

Article VIII

Easements

Areas in the designated plat (including streets, sewers, water, power, gas and telephone, are reserved as easements and right-of-way for the benefit of all lot owners.

Article IX

Building Restrictions

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curb.

Square Feet to be contained in Single Family Residence: The minimum number of square feet in a detached single family residence shall be not less than 1300 square feet. The minimum square feet in a townhouse single family residence shall be not less than 800 square feet of living area.

Set Back Requirements: The minimum side yard requirement for single family lots shall be 7 ½ feet. Front and rear yard set-back requirements shall be 10 feet, save and except, front yard set-back shall provide 20 feet to park a vehicle in front of any garage.

Restrictions on carports: No carport shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities, garages.

Fences: No fences shall be constructed within the development except as specifically permitted by the Association through the Architectural Committee. The Architectural Committee shall be responsible for granting permission for building fences and shall set specific guidelines for such fences. No fences shall be allowed except within written permission granted by the Architectural Committee.

Article X

General Restrictions

Animals: No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised therein for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Mobile (Manufactured) Homes, Temporary Structures: No mobile (manufactured) homes permanent or temporary, or temporary structure shall be allowed with the exception of a construction type to be used only during a period of construction. Approval shall rest with the Architectural Committee for granting such a permit.

Declaration of Covenants and Restrictions - Page 5
Campers, Motor Homes, Travel Trailers or Boats: Campers, motor homes, travel trailers or boats shall be permitted to be left on the owner or tenant occupied drive or street for a period not to exceed five (5) days.

Trash or Refuse: No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the heretofore mentioned will result in the Association having such removed and presenting the owner with a charge for said removal. If not paid within thirty (30) days, a lien will be recorded against the property involved.

Trash and recycle bins or receptacles shall be kept out of public view except for when the refuse is placed curbside for pickup by waste disposal agency.

Commercial Business: No commercial business of any type shall be allowed to be established on or operated from this development.

Non-usable Motor Vehicles: There shall not be stored or kept upon said lots or tracts in open and plain view any old, non-usable motor vehicles of any type, or any such motor vehicles which have been stripped or which would be considered junk. Nor shall any of said lots or tracts be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

One Family per Single Unit Dwelling: No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests or temporary visitors.

No Offensive Noise or Activities: No resident or guest of resident shall make any offensive noises or conduct any activity which offends or interferes with other residents’ use of their property or the private commons.

Advertisement or Posters: No resident of a unit shall post any advertisement or poster of any kind in or upon the properties except as authorized by the Association.

Article XI

General Provisions

Enforcement: If the parties hereto, or any of them, or any lot owners or their heirs or assigns or any persons claiming under them shall violate or attempt to violate any of the restrictions and covenants contained herein, it shall be lawful for the Association or for any person or persons owning any property situated in said subdivision to prosecute any proceeding at law or in equity against such person or persons violating or attempting to violate any such restriction or covenant and neither to prevent him or them from so doing or to recover damages for such violations.

Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any of the other provisions herein which shall remain in full force and effect.

Amendments: The covenants, easements and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date of recording this declaration, the record owners of lots contained in said tract shall determine by vote whether to retain said covenants, easements and restrictions. The covenants, easements and restrictions of this declaration may be amended by an instrument signed by not less than 2/3 of the lot owners (who either live on the property or have a mailing address on file with the Board of Directors). Any amendment must be properly recorded. Easements herein may be granted and reserved shall not be amended except by instrument signed and acknowledged by 100% of the owners of said property (who either live on the property or have a mailing address on file with the Board of Directors).

Dated this 2nd day of January, 2008

Declaration of Covenants and Restrictions - Page 6
State of OREGON
County of Yamhill
Signed or attested before me on Oct. 5 2009

by
Pamela Wilhelmsen
Pamela Wilhelmsen

Karen Hartsock
Karen Hartsock

Patricia Anderson
Patricia Anderson

Margaret Good
Margaret Good

Myles Cowan

Notary Public - State of Oregon
State of OREGON
County of Yamhill
Signed or attested before me on 04.20.2009

by

Sheldon Sprecker

Notary Public - State of Oregon

State of OREGON
County of Yamhill
Signed or attested before me on 04.21.2009

by

Michael Mattecheck

Notary Public - State of Oregon
BYLAWS of
SHADOWOOD GREENWAYS ASSOCIATION

CHAPTER 1
DEFINITIONS

1.05 The following words, when used in these Bylaws shall have the following meanings:

1.10 "Association" shall mean and refer to the Shadowood Greenways Association, a non-profit corporation organized and existing under the laws of Oregon.

1.15 "Association of Members" means all the owners and other persons entitled to vote acting a group in accordance with the Declaration and Bylaws.

1.20 "Building" means a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

1.25 "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners and expenses declared common by these Bylaws of this Association and the Declaration.

1.30 "Declaration" means the master deed previously filed in Yamhill county plus amendments and supplements thereto.

1.35 "Lot" means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

1.40 "Majority of Members" means those persons or entities holding fifty-one percent (51%) of the votes in accordance with the percentages and voting rights assigned in the Declaration.

1.45 "Manager" means the manager or Board of Directors or other persons in charge of the administration of, or managing the Association and the properties.

1.50 "Member" means the person or entity having a voting right in the Association pursuant to the Declaration and the Articles of Incorporation and these Bylaws.

1.55 "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.60 "Private Commons" means parks, commons, streets, footways, buildings, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the members of the Association.

1.65 "Properties" or "Property" means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under these Bylaws, the Declaration and Articles of the Association, plus additions thereto.

1.70 Proxy means authorizing the Secretary to carry out the stated wishes of the voter. Proxy, as used in these bylaws, does NOT mean giving ones vote to another to use as that person wishes.
CHAPTER 2
MEMBERSHIP

2.05 The method of selection of members and rights of members are set forth in the Declaration, the Articles of Incorporation and these Bylaws.

2.10 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of assessments is imposed against each owner of, and becomes a lien upon, the property against which such assessments are made as provided in the Declaration to which the properties are subject and recorded and the Articles of Incorporation.

2.15 The membership rights of any person whose interest in the properties are subject to assessment under the Declaration, Articles of Incorporation and these Bylaws, whether or not the individual is personally obligated to pay such assessments, may be suspended by action of the directors during the period when such assessments remain unpaid. But upon payment of such assessments, the person’s rights and privileges shall be automatically restored.

CHAPTER 3
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

3.05 Each member and guest shall be entitled to the use and enjoyment of the private commons and facilities provided by the Declaration and the Articles of Incorporation and these Bylaws.

3.10 Any member may delegate their rights of enjoyment in the private commons to the members of their family who reside upon the property or to any tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such person, and the relationship of the member to such person. The rights and privileges of such person are subject to suspension to the same extent as those of a member.

CHAPTER 4
BOARD OF DIRECTORS

4.05 The affairs of the Association shall be governed by a Board of Directors composed of between five (5) and nine (9) persons, from among the members, provided that owners of the same property may not serve as directors simultaneously.

4.10 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners. Specifically, and by way of example and not by way of limitation, the directors shall be responsible for the care, upkeep and surveillance of the properties and the private commons; the maintenance and the repair of all private roads in the development; the collection of semi-annual and special assessments from the owners in accordance with these bylaws; the designation and dismissal of personnel necessary for the maintenance and operation of the properties, the private commons, and this Association; to call special meetings of the members as set forth in these bylaws; to adopt and publish rules and regulations governing the use of the private commons and the personal conduct of the members and their guests; to cause to be kept, complete records of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting of the members or at any special meeting at which such statement is requested in writing by five percent (5%) of the voting membership as provided by these Bylaws.

4.15 The Board of Directors may employ a management agent who shall be an officer or assistant officer of the Association at a compensation to be established by the Board and to perform such duties and services as the
Board shall authorize, including, but not limited to, the carrying out of the duties set forth in Section 4.10 of this chapter.

4.20 The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

4.25 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given by the Secretary on three (3) days notice to each director, personally or by mail, telephone or email, which notice shall state the time and place of the meeting.

4.30 Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President in like manner and on like notice on the written request of any one (1) director.

4.35 Before or at any meeting of the Board of Directors, any director may, in writing, or orally, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at a meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.40 The Board of Directors shall require that all officers and employees of the Association handling or responsible for, Association funds shall furnish adequate fidelity bonds, the premiums on such bonds to be paid by the Association.

CHAPTER 5
NOMINATION, ELECTION AND TERM OF OFFICE OF DIRECTORS

5.05 Nominations for elections to the Board of Directors shall be made by a Nominating Committee constituted as set forth in these Bylaws.

5.10 A Nominating Committee shall meet at least fifteen (15) days prior to the annual meeting and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

5.15 At the annual meeting or at a special meeting called for elections, the Nominating Committee shall present its nominations to the membership, and the president shall thereupon invite additional nominations from the floor. No nominee may be nominated by the committee from the floor without the express oral consent of the nominee having been obtained prior to the nominee’s nomination. After the nominations are closed, the president shall call for the election of the directors orally unless three (3) persons demand the election be in writing, in which event, the president shall immediately direct the secretary to prepare written ballots and the election shall proceed on written ballot. The announcement of the winners shall be made at the meeting or as soon thereafter, in the event of a written ballot, as may be conveniently made in writing by the members. The president may designate an Election Committee to count the ballots from among the members.

5.20 At any regular or special meeting of the members duly called, any one or more of the directors may be removed with, or without, cause by a two-thirds (2/3) vote of the members present, and a successor may then and there be elected to fill out the vacancy thus created. Any director
whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

5.25 Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the majority of the remaining directors, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association or special meeting called for that purpose.

5.30 Members of the Board of Directors shall be chosen for a term of three (3) years as provided in these Bylaws.

CHAPTER 6
OFFICERS

6.05 The principal officers of the Association shall be a Chairman, hereinafter called President, a Vice-President, a Secretary and a Treasurer, all of whom will be elected by and from the Board of Directors. The directors may appoint an assistant Treasurer or Assistant Secretary and such other officers as in their judgment may be necessary, which said officers or assistant officers need not be members of the Association.

6.10 The officers of the Association shall be elected annually by the Board of Directors, at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

6.15 Upon the affirmative vote of a majority of the members of the Board of Directors, an officer may be removed either with or without cause and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

6.20 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from the owners from time to time as determined appropriate to assist in the conduct of the affairs of the Association.

6.25 The Vice-President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act, and have such other and further duties as the President shall determine. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on a temporary basis.

6.30 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall carry out other and further duties and oversee the responsibilities of assistant secretaries under and pursuant to the direction and control of the Board of Directors.

6.40 The Treasurer shall have charge of the books and records, and papers of the Board of Directors and of the Association and shall have responsibility of the Association’s funds and securities and be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. The Treasurer shall carry out other and further duties and oversee the responsibilities of assistant treasurers under and pursuant to the direction and control of the Board of Directors. The Treasurer may be compensated in such manner and in such amount as the Board of Directors shall deem appropriate.

6.40 Officers and directors other than the Treasurer shall serve without compensation unless the owners, by a two-thirds (2/3) vote, shall approve of compensation for such officers or directors. Directors may
receive reimbursement for all expenses incurred on behalf of the Association.

CHAPTER 7
MEETINGS OF MEMBERS

7.05 Meetings of the Association will be held at the Principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

7.10 The annual meetings of the Association will be held on the third Monday in January of each year if the same is not a holiday, and if it is a holiday, on the next succeeding business day. At such meetings, there shall be elected by the members a Board of Directors in accordance with these Bylaws, and the members may transact such other business of the Association as may properly come before them.

7.15 The President may call a special meeting of the members at any time, and shall do so upon request of two (2) Directors or upon a petition signed by ten percent (10%) of the members and having been duly presented to the Secretary. The notice of a special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

7.20 It shall be the duty of the Secretary to mail a notice of each annual meeting, stating the purpose thereof, including a statement of extraordinary business to be considered, as well as the time and place where it is to be held, to each member, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered the service of notice.

7.25 The presence in person or by proxy of fifty-one percent (51%) of those eligible to vote in accordance with the percentages are assigned in the Declaration shall constitute a quorum.

7.30 Votes may be cast in person or by proxy. Proxies must be filed with the Secretary in writing before the appointed time of each meeting.

7.35 If any meeting of members cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

7.40 Except where there is something in the Articles, Declaration, or in these Bylaws to the contrary, the order of business and the method of proceeding with business shall be as set forth in the latest published edition of Roberts Rules of Orders.

CHAPTER 8
COMMITTEES

8.05 The standing committees of the Association shall consist of a Nominating Committee, a Maintenance Committee, an Architectural Control Committee, an Audit Committee, and such other standing committees as the Board of Directors shall determine. The duties of each committee shall be set forth by the Board of Directors and their membership shall be made up in such manner as may be determined, from time to time, by the Board of Directors.

8.10 In addition to the standing committees, the Association may have other temporary or special committees carrying out such duties and responsibilities as the Board of Directors may, from time to time, determine.
CHAPTER 9
OBLIGATIONS OF THE ASSOCIATION

9.05 Private Roads: The Association shall be responsible for the maintenance, upkeep and repair of all private roads within the development. This shall be done in accordance with applicable city standards as set by the City of McMinnville.

9.10 Sewer Lines: The Association shall be responsible for the maintenance and repair of all sewer lines within the development which are 8 inches or less in diameter. This shall be done in accordance with applicable city standards as set by the City of McMinnville.

CHAPTER 10
OBLIGATIONS OF OWNERS

10.05 Assessments: All owners are obligated to pay assessments imposed by the Association to meet all Association common expenses, which shall include a liability insurance policy and a property and extended coverage insurance policy. Such assessments shall include payments to a general operating reserve and reserve fund for upkeep of private roads, common area bridges and maintenance of the lights, tennis courts, swing set, sprinklers and sewer lines; as well as maintenance and upkeep of any association property common areas.

10.10 Annual and Special assessments not paid within 12-months of the due date shall be subject to interest at the rate of 1% per month on the unpaid balance until such time as the owner has returned to current status. In addition, the Board of Directors may (by unanimous approval) remove an owner from the voting roles until payments are current.

10.15 Each owner must perform promptly all maintenance and repair work on their own lot and building which, if omitted, would affect the properties belonging to other owners, being expressly responsible for damages and liabilities that failure to do so may engender. An owner shall reimburse the Association for any expenditure incurred by it in repairing or replacing any part of the private commons damaged through the fault or negligence by an owner.

10.15 An owner shall not place or cause to be placed in the private commons any objects which could or do block normal transit through such private commons. An owner shall take no action which would unreasonably interfere with the use of the private commons by the owners.

10.25 Failure by the owner to pay any assessment by the Association shall be a default by the owner and subject the owner and the unit to the obligations of these Bylaws and the Declaration. Any default by the owner in any such manner shall be deemed to be a default by the owner of any mortgage to which the owner is a party or to which the property is subject.

CHAPTER 11
AMENDMENTS

11.05 These Bylaws may be amended by the Association at a duly constituted meeting called for such purpose, but no amendment shall be effective unless approved by at least two-thirds (2/3) of the voting members present at the meeting or having voted by proxy and until such amendment has been certified by the President and Secretary of the Association.

CHAPTER 12
ADMINISTRATIVE RULES AND REGULATIONS

12.05 The Board of Directors may promulgate additional administrative rules and regulations governing the details of the operation and use of the private commons as 2/3 of the Directors determine necessary. Such rules
and regulations shall be furnished to all members and shall be subject to change without notice.

CHAPTER 13
FINANCIAL ADMINISTRATION OF THE ASSOCIATION
13.05 In addition to a managing agent, the Board of Directors may employ for the Association such other and different persons necessary, useful or desirable for the maintenance, upkeep and repair of the common elements, or other Association purposes, as the Board of Directors shall determine.

13.10 The managing agent shall have the authority to disburse funds only up to, but not in excess of, an amount to be determined by the Board of Directors. For any expenditure of funds over and above the said sum, the check or draft therefore shall contain the approval of and the signature of, one of the three officers of the corporation in addition to that of the managing agent. The Association shall maintain such adequate books and records of account as good general business practices requires and for the purposes hereof, may acquire the services of a professional accountant, public accountant, or certified public accountant.

13.15 The fiscal year of the Association shall be a calendar year or such other year as the Board of Directors shall determine.

CHAPTER 14
INSURANCE
14.05 All buildings and improvements upon the land and all personal property included in the private commons shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(c) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owner automobile coverage, and with cross liability endorsement to cover liabilities of the owners as a group to an owner.

14.10 Workman's Compensation policy to meet the requirements of law.

14.15 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

14.20 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14.25 All insurance policies purchased by the Association shall be for the benefit of the Association and the owners, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and the benefit of the owners.

14.30 Proceeds of insurance policies received by the Association shall be distributed for the benefit of the owners in the following manner:

(a) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be held by the Association and
distributed for the benefit of the owners as the Association may direct.

(b) Failure to reconstruct or repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be held by the Association and distributed for the benefit of the owners as the Association may direct.

14.35 The Association is hereby irrevocably appointed agent for each owner and for each owner of a mortgage or other lien or any other interest in the private commons to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

These Bylaws duly, regularly and unanimously passed by the Board of Directors of Shadowood Greenways Association on December 3, 2007.

Dated this 2nd Day of January, 2008

State of OREGON

County of Yamhill

Signed or attested before me on Nov. 3 2009

by

Sheldon Sprecker, President, Shadowood Greenways Association

Brenda K. Miller

Notary Public - State of Oregon

State of OREGON

County of Yamhill

Signed or attested before me on Nov. 5 2009

by

Margaret Good, Secretary, Shadowood Greenways Association

Brenda K. Miller

Notary Public - State of Oregon